



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



December 04, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT WITH
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
FOR LAW ENFORCEMENT DISPATCHING SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The California Department of Corrections and Rehabilitation (CDCR), through its Adult Parole Operations Region III and Office of Correctional Safety, would like the Los Angeles County Sheriff's Department (Department) to provide dispatching services for their locally deployed agents. The Supplemental Law Enforcement Services Agreement for Law Enforcement Dispatch Services By and Between the County of Los Angeles and Department of Corrections (Agreement) would allow for the use of one dispatch trained law enforcement technician to provide these services through an existing communication channel and radio system. No additional equipment or capital expenses would be required in order to provide these services.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chairman to execute the attached Agreement, effective upon execution by the Board of Supervisors through June 30, 2017.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this letter is to seek approval of an Agreement with CDCR for the provision of law enforcement dispatching services by the Department, as needed, to parole agents in the Los Angeles County (County) area via an in-place communications system at the Department's County Services Bureau. The Department will provide one dispatch trained law enforcement technician to assist CDCR with dispatch activities.

Implementation of Strategic Plan Goals

This Agreement relates to the County's Strategic Plan, Goal 1, Operational Effectiveness. This Agreement provides revenue reimbursement to the Department for services rendered.

FISCAL IMPACT/FINANCING

There is no net County cost for this Agreement. The cost of the law enforcement technician will be reimbursed by CDCR at the annual service unit rates established by the County Auditor-Controller.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is authorized under Section 56 3/4 of the County Charter. The Department will provide dispatch services for CDCR and grant CDCR access to use the County Wide Integrated Radio System (CWIRS) Talk Groups. CWIRS will be used by CDCR for the purpose of conducting official law enforcement, tactical, special event, and emergency business.

CDCR agrees to pay the County for said services at the service unit rate established each fiscal year by the County Auditor-Controller. The rate for fiscal year 2012-13 is approximately \$112,502. Either party may terminate the Agreement with or without cause by giving not less than 60 calendar days advance written notice to the other party. The Agreement provides for mutual indemnification of the parties.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will have no impact on current services.

CONCLUSION

Upon approval by the Board, it is requested that you return the adopted Board letter and two originally executed Agreements to the Department, Contract Law Enforcement Bureau, for further processing.

Sincerely,



LEROY D. BACA
Sheriff

LDB:BAF:SRK:srk

Enclosures

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
FOR LAW ENFORCEMENT DISPATCH SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
CALIFORNIA DEPARTMENT OF CORRECTIONS**

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**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
FOR LAW ENFORCEMENT DISPATCH SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
CALIFORNIA DEPARTMENT OF CORRECTIONS**

This Supplemental Law Enforcement Services Agreement for Law Enforcement Dispatch Services, hereinafter "Agreement," is made and entered into as of this _____ day of _____, 2012, by and between the County of Los Angeles, hereinafter "County," and the California Department of Corrections and Rehabilitation, hereinafter "CDCR."

RECITALS

- A. WHEREAS, CDCR, through its Division of Adult Parole Operations Region III and the Office of Correctional Safety, desires to enter into the Agreement with the County for the performance of law enforcement dispatch services by the Sheriff's Department;
- B. WHEREAS, CDCR agrees to fund the services of one (1) full-time equivalent Law Enforcement Technician (LET) to assist CDCR with dispatching activities;
- C. WHEREAS, the County is agreeable to rendering such services on the terms and conditions set forth herein; and
- D. WHEREAS, the County is authorized to enter into the Agreement by the provisions of Section 56 ³/₄ of the Charter of the County of Los Angeles.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

- 1.1 The County agrees to provide law enforcement dispatch services to CDCR to the extent and in the manner set forth in this Agreement, including Exhibit A, Statement of Work, and Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575, which are attached hereto and incorporated herein by this reference. The parties specifically acknowledge and agree to comply with the terms set forth in Exhibit A, Statement of Work, to this Agreement, including the responsibilities of each respective party expressly set forth in Exhibit A, Statement of Work.
- 1.2 Except as otherwise hereinafter specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the

jurisdiction of and customarily rendered by the Sheriff of the County under the Charter of said County and statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, CDCR shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and CDCR.
- 2.3 The Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and requested by CDCR shall be indicated in the attached Exhibit A, Statement of Work, and Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575. To the extent that the terms of any exhibit to this base document may conflict with the base document, the terms of this base document shall prevail.
- 3.2 For the purpose of performing the said function, County shall furnish and supply all necessary labor, supervision, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 3.3 CDCR shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County personnel performing services hereunder or any liability other than provided for in this Agreement.
- 3.4 Except as herein otherwise specified, CDCR shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of CDCR, unless such injury or sickness is proximately caused by acts or omissions of CDCR, its officers, agents, or employees.

4.0 BILLING RATES

- 4.1 For and in consideration of the rendition of the services to be performed by the County for CDCR under this Agreement, CDCR shall pay the County for said services according to the appropriate and prevailing billing rates set forth on the attached Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575, as determined by the County's Auditor-Controller.
- 4.2 The applicable rate includes workers' compensation costs and administrative overhead costs that are directly related to the provision of said services.
- 4.3 The aforementioned rates, as determined by the County's Auditor-Controller, shall be adjusted annually to reflect changes in salary, workers' compensation, and administrative overhead costs.
- 4.5 Annual rate adjustments shall be made by the County's Auditor-Controller in accordance with the policies and procedures for the determination of such rate as adopted by the Los Angeles County Board of Supervisors.
- 4.6 CDCR shall authorize and execute an annual Los Angeles County Sheriff's Department Deployment of Personnel Form, SH-AD 575, by July 1st of every year hereinafter authorizing services to be performed at the prevailing rates established throughout the term of this Agreement. The revised form shall be attached to this Agreement as an Amendment to this Agreement pursuant to Section 9.0, Amendments.

5.0 PAYMENT PROCEDURES

- 5.1 The County shall render to CDCR a summarized monthly invoice which details all services performed under this Agreement, and CDCR shall pay the County within sixty (60) calendar days after date of said invoice.
- 5.2 Payment for said services shall be made by check or money order payable as directed on the monthly invoice.
- 5.3 If such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.
- 5.4 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed. After ninety (90) calendar days, invoices deemed uncollectible shall be forwarded to the Referral Section of the Los Angeles County Department of Collections for appropriate action.

- 5.5 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of CDCR on deposit with the County without giving further notice to CDCR of County's intention to do so.

6.0 INDEMNIFICATION

- 6.1 CDCR shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CDCR's acts and/or omissions arising from and/or relating to this Agreement.
- 6.2 County shall indemnify, defend, and hold harmless CDCR, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

7.0 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall terminate on June 30, 2017, unless sooner terminated or extended as provided herein.

8.0 RIGHT OF TERMINATION

- 8.1 The County or CDCR may terminate this Agreement for any reason whatsoever upon sixty (60) calendar days advance written notice to the other party.
- 8.2 Notwithstanding any other provision of this Agreement, the County may forthwith cancel the provision of services under this Agreement if it concludes that it has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law.
- 8.3 In the event of such a circumstance, the Sheriff's Department will provide at least ten (10) calendar days notice of its inability unless circumstances preclude it, as a practical matter, from giving at least ten (10) calendar days notice, in which event the Sheriff's Department shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and CDCR.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

11.0 AUTHORIZATION WARRANTY

CDCR represents and warrants that the person executing this Agreement for CDCR is an authorized agent who has actual authority to bind CDCR to each and every term, condition, and obligation of this Agreement and that all requirements of CDCR have been fulfilled to provide such actual authority.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
4700 Ramona Boulevard
Monterey Park, California 91754

Notices to CDCR shall be addressed as follows:

California Department of Corrections
DAPO Region III
Attn: Regional Training Coordinator
307 W. 4th Street, 2nd floor
Los Angeles, California 90013

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A and Exhibit B, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and signed by both parties.

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
FOR LAW ENFORCEMENT DISPATCH SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
CALIFORNIA DEPARTMENT OF CORRECTIONS**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CDCR has caused this Agreement to be executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky
Chairman, County of Los Angeles

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

CALIFORNIA DEPARTMENT OF CORRECTIONS

By  _____
Maria Franco, Regional Parole Administrator

APPROVED AS TO FORM:
COUNTY COUNSEL

By  _____
Deputy County Counsel

EXHIBIT A STATEMENT OF WORK

LAW ENFORCEMENT DISPATCH SERVICES

1.0 SCOPE OF WORK

The County, through the Sheriff's Department, will provide the services of one (1) full-time equivalent Law Enforcement Technician (LET) to assist CDCR with law enforcement dispatch activities, as more specifically set forth below.

2.0 CWIRS USE BY REGION III

- 2.1 As part of the provision of law enforcement dispatch services provided by County hereunder, the County hereby grants permission for the California Department of Corrections and Rehabilitation (CDCR), Division of Adult Parole Operations (DAPO) Region III and the Office of Correctional Safety (OCS), collectively hereinafter called "Region III" to use County Wide Integrated Radio System (CWIRS) Talk Groups, which will be maintained by the Los Angeles County Internal Services Department and will be monitored by the Los Angeles County Sheriff's Department-County Services Bureau (LASD).
- 2.2 CWIRS will be used by Region III for the purpose of conducting official law enforcement, tactical, special events, emergency business, and sharing of the DAPO Law Enforcement Automated Data System (LEADS) with LASD.
- 2.3 Region III will have access to CWIRS using M/A-COM 700 PI handheld radios.
- 2.4 Region III consists of approximately 600 Parole Agents who are Peace Officers as defined in California Penal Code sections 830.5 and 830.2. Region III has parole jurisdiction over the entirety of Los Angeles County.

3.0 GENERAL GUIDELINES

To ensure that the appropriate talk groups are dedicated to an operation when needed, it is essential that strict control be exercised so that other users who have not received clearance do not disrupt approved operations. To this end, the LASD talk groups operate at all times under the command and control of LASD. Authorized LASD talk groups may be used with prior approval of the LASD watch commander. When immediate access to a talk group is required, CDCR shall contact the LASD watch commander via telephone at (213) 974-8000 or via Dispatch 1 talk group module.

4.0 OPERATING PROCEDURE

- 4.1 Use of the LASD talk group modules shall be for official use only and restricted to those transmissions necessary for communicating with LASD personnel for access to the California Law Enforcement Telecommunications System (CLETS), DAPO Law Enforcement Automated Data System (LEADS), interagency special events coordination, and emergency communications.
- 4.2 Talk groups to access LASD will be programmed into the Region III radios and LASD dispatch consoles, and any other required modifications, shall be at CDCR's sole expense.
- 4.2 LASD's dispatch desk (850D) will monitor Region III talk groups identified under this Agreement and access those talk groups for the purpose of communicating with Region III personnel for tactical, special events, emergency communications. LASD will provide monitoring of Region III talk groups twenty four (24) hours a day, seven days a week, including holidays and weekends.
- 4.3 Routine radio contact by Region III to LASD shall be initiated on the Region III talk group for routine requests. When a Region III radio unit initiates communication with the LASD dispatch console, the LASD dispatch console will display a Logic Identification Code (LID). The LASD personnel monitoring the LASD dispatch console will handle the request for emergency assistance, requests via CLETS, LEADS, or medical assistance. The LASD's watch commander or LASD dispatcher may assign Region III units to another module based upon type of operation, availability, or other concurrent operations, and priority.
- 4.4 Region III hand held radios shall be equipped with the emergency button feature. When depressed, this button shall transmit a signal to the above-mentioned LASD dispatch console and display the Region III LID. It shall be the responsibility of Region III to supply a list of LID assignments to the CWIRS administrator at the Los Angeles County Internal Services Department for input into CWIRS. It shall be the responsibility of the Region III agent requesting assistance to provide the correct information to the LASD dispatcher on the following:

Assistance

Location addresses or cross streets
Nature of incident
Number of units requested
Agency (s) requested

Fire Equipment / Paramedics / Ambulance

Location addresses or cross streets
Nature of the request
Age of victim
Nature of injuries
Is victim breathing?

- 4.5 Requests for assistance shall be deemed emergent and broadcasted immediately. The use of plain language is encouraged due to the variations in the radio codes between agencies. LASD's dispatcher (850D) will use a controlled response and will relay permanent information to the appropriate law enforcement agency in the event of an emergency or call for assistance.
- 4.6 Region III shall provide LASD dispatchers with access to and training for the DAPO Law Enforcement Automated Data System (LEADS) database. This access will be for official business only. Access and use by LASD personnel must comply with all DAPO rules governing access. It shall be the responsibility of Region III to supply and update those rules to LASD as needed.
- 4.7 Region III shall provide LASD the names and phone numbers of one Telecommunications liaison and one Gang/Special Events liaison. These two liaisons shall coordinate mutual-aid with LASD.
- 4.8 Region III shall provide LASD with a Region III personnel roster which will contain the radio identifier and contact numbers for each Region III personnel assigned a hand held radio with CWIRS access. This will enable LASD's dispatch desk (850D) an additional avenue to make contact with an agent in the field (e.g. an emergency trigger activation wherein the agent does not respond to the radio). The roster shall be maintained and updated monthly by Region III.
- 4.9 Region III shall provide the LASD's watch commander with a copy of an Operations Plan for all pre-planned operations wherein LASD's dispatch desk (850D) will be required to monitor and respond to CWIRS radio traffic generated by Region III personnel.

5.0 SYSTEM TEST

- 5.1 LASD will conduct periodic scheduled and unscheduled tests on Region III talk groups to verify functionality and report talk group failure to the Los Angeles County Internal Services Department Communications Division.

5.2 Any questions or problems with CWIRS shall be directed to LASD's Watch Commander at (213) 974-8000.

EXHIBIT B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT DEPLOYMENT OF PERSONNEL FORM SH-AD 575

CALIFORNIA DEPARTMENT OF CORRECTIONS
FISCAL YEAR: 2011-2012

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	Law Enforcement Technician	1.00	1.00	0.00	

REPORT PREPARED BY: _____ DATE: _____

SHERIFF APPROVAL: _____ DATE: _____
Contract Law Enforcement Bureau Unit Commander

CDCR APPROVAL: _____ DATE: _____
CDCR OFFICIAL "I certify that I am authorized to make this change on behalf of CDCR"

PROCESSED AT CLEB BY:	DATE:						
<table border="1"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	NO	YES					
NO	YES						

BILLING MEMO REQUIRED:
"BLUE" REQUIRED:
MINUTE PROGRAM:

REV: 03/09

EXHIBIT B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT DEPLOYMENT OF PERSONNEL FORM SH-AD 575

CALIFORNIA DEPARTMENT OF CORRECTIONS

FISCAL YEAR: 2012-2013

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	Law Enforcement Technician	1.00	1.00	0.00	

REPORT PREPARED BY: _____

DATE: _____

SHERIFF APPROVAL: _____

DATE: _____

Contract Law Enforcement Bureau Unit Commander

CDCR APPROVAL: _____

DATE: _____

CDCR OFFICIAL "I certify that I am authorized to make this change on behalf of CDCR"

PROCESSED AT CLEB BY: _____

DATE: _____

BILLING MEMO REQUIRED:

"BLUE" REQUIRED:

MINUTE PROGRAM:

REV: 06/12

NO	YES

EXHIBIT B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT DEPLOYMENT OF PERSONNEL FORM SH-AD 575

FY 2012/2013
ESTIMATED CHARGES & SERVICE HOURS
California Department of Corrections

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 3 %	TOTAL COST WITH LIABILITY	PERSONNEL REQUIRED
Law Enforcement Technician	\$ 109,225	1	\$ 109,225.00	\$ 112,501.75	\$ 109,225.00	1.00
ESTIMATED COST FOR SERVICE UNITS			\$109,225.00			
			Liability @ 3% =	\$112,501.75		PERSONNEL
			TOTAL ESTIMATED COST		\$109,225.00	1.00